an heir apparent, having received a valuable consideration for a release of his expectancy of inheritance, was not such party in interest as could contest the ancestor's will. So also, in *In re Garcelon's Estate,* 104 Cal. 570, where the code provided "a mere possibility, such as an expectancy of an heir apparent, is not to be deemed an interest of any kind," and "a mere possibility, not coupled with an interest, cannot be transferred," it was decided that a contract, made between an heir and the ancestor in good faith and for a valuable consideration, whereby the heir relinquishes all interest in the estate which might vest in him in the future, is valid, the statute being declaratory only. The principal case, thought not in accord with the weight of authority, finds support in some states. *Headrick v. McDowell,* 102 Va. 124; *Elliott v. Leslie,* 124 Ky. 553; *Cass v. Brown,* 68 N. H. 85.

EVIDENCE—ADMISSIBILITY OF NARRATIVE STATEMENT OF AGENT.—Action under the Homicide Statute of Alabama, in tort for damages, for the killing of the plaintiff's intestate by the defendant's chauffeur, who was shown to be acting within the scope of his employment. The chauffeur was not called as a witness at the trial. In his opening statement counsel for the plaintiff stated to the jury that he expected to prove that the chauffeur made a confession that he ran over and killed the child. The defendant objected on the ground that plaintiff could not state that he expects to prove something that is not competent evidence. The trial court allowed the statement to go in and the defendant assigned this as error on appeal. *Held,* that the evidence would have been competent. *Massey v. Pentecost* (Ala., 1921), 90 So. 866.

In arriving at this conclusion the court said: "The testimony of the plaintiff showed he was driving the car that killed the child. The testimony of the defendant's witness was to the contrary. He could have admitted or denied it. If he testified and denied it the plaintiff, on proper predicate, could, if true, prove a confession." The court relied for authority on *McDaniel v. State,* 166 Ala. 7, and *Cross v. State,* 68 Ala. 476. Both these cases were criminal cases where a witness admitted previous inconsistent statements on cross-examination. In the principal case, it seems, the court erred in allowing counsel to make the statement to the jury, for the narrative statement of an agent concerning a past transaction is excluded as purely hearsay by all the authorities. WIGMORE ON EVIDENCE, par. 1078, 22 C. J. 379. The court in its own statement says *"on proper predicate"* the confession would be admissible, and then allows it to go in without any foundation whatever. It is a general rule that previous inconsistent statements of a witness may be shown, upon proper foundation laid, for the purpose of impeaching the witness, but in the principal case the court, relying on this rule, allowed the statement to go in, although the confessor was not to be a witness at the trial and the necessary purpose of the rule, impeachment, was not present. The testimony was clearly inadmissible. *Sloss Sheffield Steel and Iron Co. v. Bibb* (Ala.), 51 So. 345; *Rogers v. Condon, Graham & Miller* (Ga.), 87 S. E. 397; *Gillet v. Shaw* (Mass.), 104 N. E. 719.